

## **REMARKS**

In accordance with the foregoing, the specification and claims 1 and 16-18 are amended. No new matter is believed to be added. Claim 2-15 were previously cancelled. Claims 1, and 16-18 are pending and under consideration.

### **CLAIM REJECTIONS UNDER 35 USC § 112**

Claim 18 amended herewith in a good faith effort to clarify the claimed subject matter. In view of the claim amendments, Applicants respectfully request that the rejection under 35 U.S.C. §112 be withdrawn.

### **CLAIM REJECTIONS UNDER 35 USC § 103**

Claims 1 and 16-17 are rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over JP 2002175431 to Namiki et al. (hereinafter "Namiki").

Independent claims 1, 16, and 18 are amended herewith to enhance the clarity of the claimed subject matter. The claim amendments are supported by the originally filed application. No new matter is believed to be added.

Amended independent claim 1 patentably distinguishes over Nakimi at least by reciting "receiving a request for transition from a before-transition portable telephone company providing a first communication service to an after-transition portable telephone company providing a second communication service while keeping a telephone number from a customer terminal, by a transition request reception unit of the support server".

Namiki discloses that a shop transmits contract information from a shop's terminal to a server, and the server displays the contract information prior to transmitting it to the communication service provider when the shop performs:

- (i) new sale of a portable telephone;
- (ii) change of portable telephones while maintaining the telephone number; or
- (iii) change of telephone numbers and portable telephones;

to a customer.

Relative to (i) paragraph [0034] of Namiki describes setting up a telephone number indicated by the communication service provider (portable telephone company) with whom a new contract has been entered into (see also paragraphs [0006] and [0053] of Namiki).

Relative to (ii), if the portable telephone is to be changed without changing the telephone

number (see paragraph [0059] of Namiki), according to Namiki, the communication service provider cannot be changed (see paragraph [0061] of Namiki).

Relative to (iii), the communication service provider is changed together with the portable telephones and the telephone numbers (see paragraph [0029] of Namiki).

Thus, Namiki does not disclose or render obvious the transition of the portable telephone company while keeping a telephone number as recited in claim 1.

Namiki merely teaches the contract form should show the company with which the contract is to be entered into, and the telephone number of the new contract is entered into the telephone. However, Namiki fails to disclose or render obvious displaying of a previous service provider company in the contract form or inputting of previous telephone number.

Further, amended independent claim 1 patentably distinguishes over Namiki by reciting “providing information about a second contents service to be available via the second communication service equivalent to a first contents service obtained via the first communication service to the customer terminal, by an after-transition service information presentation unit of the support server, wherein the information is based on information on the first contents service provided by a first contents service provider to be available by the first communication service, which is recovered using the telephone number included in the request, and is registered in a customer file stored in the support server, and information on contents of services provided by a second contents service provider to be available via the second communication service, which is registered in a service map file stored in the support server.”

Paragraphs [0060] and [0061] disclose that, when changing the portable telephone as described in (ii) and (iii) above, reference is made to the past result of utilization related to the telephone number. The address in the previous contract, destination of bills, name and date of birth are displayed. However, none of the information items specified in Namiki teaches or suggests “information on the first contents service provided by a first contents service provider to be available by the first communication service”, the term “first” corresponding to before a contract before the change of providers.

According to claim 1, communication service is provided by portable telephone companies, and contents service, by contents service providers. Namiki discloses no equivalent to contents service providers or contents service.

Additionally, amended independent claim 1 patentably distinguishes over Namiki by reciting “registering a selected contents service to contract with the second contents service provider, correlated with the telephone number, in the customer file, after receiving a selection

notification of the selected contents service which is selected based on the provided information from the customer terminal, by a service contract unit of the server. "

Paragraph [0084] of Namiki discloses that, when the contract cannot be performed, the information upon conclusion of the contract is stored, and recovered when the contract is performed anew later. However, Namiki teaches nothing about registration of selected contents service contents service as recited in claim 1.

In view of the above discussion, amended independent claim 1 and claim 16 depending from claim 1 (which is amended to correspond to amended claim 1) patentably distinguish over the prior art.

Based on the above discussion, amended independent claim 17 patentably distinguishes over Namiki at least by reciting:

- receiving a request for transition from a before-transition portable telephone company providing a first communication service to an after-transition portable telephone company providing a second communication service while keeping a telephone number, from a customer terminal;
- providing information about a second contents service to be available via the second communication service equivalent to a first contents service obtained via the first communication service to the customer terminal, wherein the provided information is based on information on the first contents service provided by a first contents service provider to be available by the first communication service, which is recovered using the telephone number included in the request, and is registered in a customer file storing contents of services correlated with telephone numbers stored in the computer, and information on contents services provided by a second contents service provider to be available via the second communication service, which is registered in a service map file stored in the computer; and
- registering a selected contents service to contract with the second contents service provider correlated with the telephone number, in the customer file, after receiving a selection notification of the selected contents service which is selected based on the provided information about the after-transition service equivalent of the service before transition from the customer terminal.

Amended independent claim 18 patentably distinguishes over the prior art at least by reciting:

- responding to a request to change a portable telephone service from a first provider

to a second provider while keeping the telephone number, by generating and sending selection information on equivalent additional services to be provided via the portable telephone service by the second provider, to a customer terminal that sent the request including the telephone number, the selection information being based on information about additional services provided before the change by the first provider, which is stored in the support server correlated with the telephone number, and information on available services of the second provider, which is stored in the support server; and

- storing an updated service description correlated with the telephone number, after receiving a selection of additional services to be provided via the portable telephone service, from the customer terminal, the selection being based on the selection information

## CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

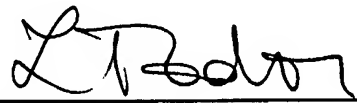
Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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